

Flat 2A
Kuri Villa

REGD. NO. 17/11/12/12

10



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

Y 599880

Before the Hon'ble
Alipore Judges Court
Calcutta-7



TENANCY AGREEMENT



THIS TENANCY AGREEMENT made this 1st day of JULY, 2017

BETWEEN

VISA INTERNATIONAL LIMITED, (PAN AAACV8649P), a company within the meaning of the Companies Act, 2013 and having its registered office at "VISA House", 8/10 Alipore Road, Post Office and Police Station Alipore, Kolkata-700027, hereinafter referred to as "the OWNER" (which expression shall unless repugnant to the context mean and include its successors in office, representatives and assigns) of the ONE PART

AND

Raj Blagat 1 July 2017 Pooja Chakraborty

VISA MINMETAL LIMITED, (PAN AADCV1426H), an existing company within the meaning of the Companies Act, 2013 and having its Registered Office at 'VISA House', 8/10, Alipore Road, Post Office and Police Station Alipore, Kolkata 700027, hereinafter referred to as "the TENANT" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in office, representatives and assigns) of the OTHER PART.

WHEREAS:

A. The Owner is the owner of ALL THAT the Unit / Space / flat being Flat no.2D, measuring 1456 square feet super built up area lying on the 2nd floor of the building known as "Mani Villa", situated at 40/34, Diamond Harbour Road, Police Station Behala, Kolkata 700038, together with one servant room at the Ground floor of the said building and together with one car parking space, hereinafter referred to as "the said Unit". The Owner is represented by MISS. POOJA BHAGAT, (PAN BFHPB1642C), daughter of Mr. Debasish Bhagat, aged about 26 years, by faith Hindu, by occupation service (the Company Secretary of the Owner), residing at P-3, C.I.T. Road, Police Station Entally, Kolkata 700014.

B. The Tenant is a Company represented by MISS POOJA CHATTERJEE, (PAN AVBPC9268J), daughter of Mr. Samir Chatterjee, aged about 27 years, by faith Hindu, by occupation service (the Company Secretary of the Tenant), residing at 548, Parnasree, 2nd Floor, Kolkata 700060.

C. The Tenant has approached the Owner for obtaining Tenancy of ALL THAT the Unit / Space / flat being Flat no.2D, measuring 1456 square feet super built up area lying on the 2nd floor of the building known as "Mani Villa", situated at 40/34, Diamond Harbour Road, Police Station Behala, Kolkata 700038, together with one servant room at the Ground floor of the said building and together with one car parking space, i.e. "the said Unit", and the Owner has accepted the proposal of the Tenant.



NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1.0. Covenant for Tenancy.

1.1. The Owner agrees to grant and the Tenant agrees to obtain on Tenancy the entirety of the Unit / Space / flat being Flat no.2D, measuring 1456 square feet super built up area lying on the 2nd floor of the building known as "Mani Villa", situated at 40/34, Diamond Harbour Road, Police Station Behala, Kolkata 700038, together with one servant room at the

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Ground floor of the said building and together with one car parking space, referred to as "the said Unit" and more fully described in the Schedule hereunder for a period of twenty years commencing from 1st day of July, 2017 at the rent and on the terms and conditions hereinafter stated.

1.2. It is recorded that on the commencement date i.e. 1st July, 2017, the Owner in part performance of its obligations under this agreement has delivered quiet, vacant and peaceful possession of the said Unit to the Tenant and the Tenant shall be at liberty to use and enjoy the said Unit subject to the Tenant performing all its duties and obligations under this agreement.

2.0. Consolidated Rent

2.1. The consolidated rent inclusive of maintenance charges and municipal tax of the said Unit payable by the Tenant to the Owner shall be Rs.10,000/- (Rupees Ten Thousand) per month.

2.2. The consolidated rent shall stand increased by 10% (ten percent) of the then rent every five years.

2.3. The Tenant shall pay the consolidated rent without any deduction or abatement save and except the Income Tax at source and within 15th day of the month for which the same shall be payable.

2.4. If the Tenant fails to pay the consolidated rent or any part or portion thereof within the due date then the Tenant shall be obliged to pay interest on the unpaid amount at the rate of 12% (twelve percent) per annum from the due date upto the date of payment.

2.5. The Owner shall pay the entire municipal tax in respect of the said Unit and shall keep the Tenant saved, indemnified and harmless from or against any claim or demand on account of the municipal tax payable on the said Unit.



Facilities, Amenities and Electricity.

3.1. The Tenant shall be entitled to use and enjoy the common areas, facilities and amenities in the said Building in which the said Unit is situated, along with the owners and occupiers of other portions and/or units in the said Building.

3.2. The Tenant shall be liable and obliged to pay electricity charges on the basis of consumption of electricity.

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3.3. The Tenant shall be required to pay electricity bills within a period of fifteen days from the date of presentation of such electricity bills and in default shall be liable to pay interest on the unpaid amount at the rate of 12% (twelve percent) per annum from the due date upto the date of payment.

4.0. Rights & Obligations of the Tenant.

4.1. The Owner is granting the Tenancy of the said Unit to the Tenant only as transit flat for the employees of the Tenant and the Tenant shall not use the said Unit for any other purpose.

4.2. The Tenant shall use the said Unit as the person of ordinary prudence and shall use the same as if it was the owner thereof.

4.3. The Tenant shall carry out all minor repairs and maintenance in the said Unit and shall keep the said Unit including toilets in a good and tenantable condition.

4.4. The Tenancy granted by the Owner to the Tenant under this agreement shall be governed by the provisions contained in the West Bengal Premises Tenancy Act, 1997, and the Tenant shall be obliged to perform all obligations of a Tenant under the said Act.

4.5. The Tenant shall also observe and perform all other obligations required to be observed and performed by the Tenant under this agreement.

4.6. The Tenant shall continue to remain liable for the consolidated rent of the said Unit under this Agreement to the Owner even if the Tenant transfer or assign its tenancy interest in the said Unit in favour of any third party. However, such transfer or assignment of tenancy interest shall be subject to prior written permission of the Owner.

5.0. Rights & Obligations of the Owner.

5.1. Upon the Tenant making payment of the consolidated rent and observing and performing all their obligations under this agreement and/or the Tenancy, the Owner shall not in any way interfere with the right of the Tenant to use and enjoy the said Unit during subsistence of the Tenancy and/or the renewals thereof.

5.2. Upon the Tenant making payment of the consolidated rent and performing all its obligations under this agreement the Owner shall have no right to determine and/or terminate this agreement and/or the Tenancy during the term of this agreement or Tenancy and/or renewals thereof.



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6.3. The Owner through its authorized agent shall have a right to inspect and view the condition of the said Unit at all reasonable time and after giving twenty-four hours' notice in writing to the Tenant. Provided however, for carrying out any emergent repairs, the authorized agent of the Owner shall have a right to enter the said Unit without any such notice.

6.0. Breach and Termination.

6.1. The Tenancy is subject to lock-in-period of thirty six months from the Commencement Date and none of the parties shall have right to terminate the Tenancy during such lock-in-period. It is made clear that if the Tenant vacates the said Unit prior to expiry of the lock-in-period then the Tenant shall be obliged to pay the consolidated rent for the entire lock-in-period to the Owner.

6.2. Notwithstanding anything contained herein if the Tenant fails to pay the consolidated rent or any other amount payable under this agreement for any three months or commit breach of any term, condition or covenant contained in this agreement or suffer from any legal incapacity to enter into any business contract then the Owner shall have a right to determine and/or terminate this agreement and/or the Tenancy of the Tenant and re-enter the said Unit.

6.3. Upon expiry or sooner determination and/or termination of this agreement and/or the Tenancy, the Tenant shall be obliged to remove all its goods and chattels from the said Unit and deliver quiet, vacant and peaceful possession of the said Unit in a good and tenantable condition to the Owner subject to a reasonable wear and tear and within the period specified in the notice. In default, the Tenant shall be liable and obliged to pay mesne profits at the rate of Rs. 2,000/- (Rupees two thousand) per diem.



Mutual Covenants.

7.1. The Tenant shall have a right to obtain successive renewals of the Tenancy on the same terms and conditions including the covenants relating to periodical increase of the consolidated rent as specified in this agreement. Provided however, such renewals shall not be subject to any lock-in-period.

7.2. The Owner hereby executes this Tenancy agreement in favour of the Tenant and shall bear and pay the incidental expenses relating thereto.

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Pooja Bhargava

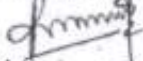
Pooja Chakraborty

THE SCHEDULE HEREINABOVE REFERRED TO
(Description of the Demised Premises being the said Unit)

ALL THAT entirety of the Unit / Space / flat being Flat no.2D, measuring 1456 square feet super built up area lying on the 2nd floor of the building known as "Mani Villa", situated at 40/34, Diamond Harbour Road, Police Station Behala, Kolkata 700038, together with one servant room at the Ground floor of the said building, together with one car parking space, together with right to enjoy common areas, facilities and amenities in the said Building along with the owners and/or occupiers of other units in the said Building.

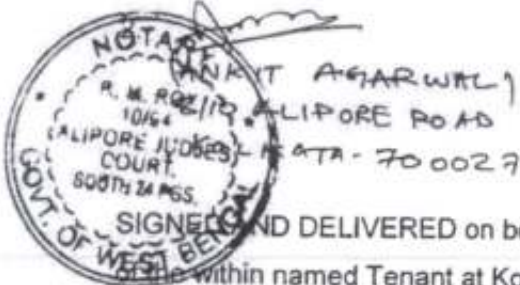
IN WITNESS WHEREOF this Agreement has been executed by the parties hereto on the day, month and year first above written.

SIGNED AND DELIVERED on behalf
of the within named Owner
at Kolkata in the presence of :

1. 
(PRANTIKA BANERJEE)
P-74, T.V. EMP. HOUSING Co-OP.
SOCIETY LTD., KOL-99

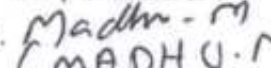
VISA INTERNATIONAL LIMITED

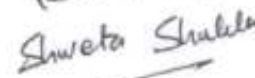
COMPANY SECRETARY



SIGNED AND DELIVERED on behalf
of the within named Tenant at Kolkata

in the presence of :

1. 
(MADHU M.)
8/10 Alipore Road
Kolkata - 27

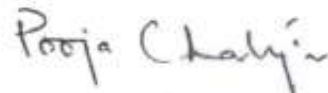
2. 
(SHWEETA SHUKLA)
DIAMOND CITY SOUTH
58 M.G. ROAD, TOLLYGUNGE
KOLKATA - 700 041.

Drafted by:

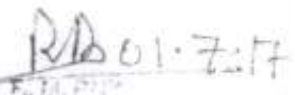
IDENTIFIED BY ME

Advocate

SUMIT KR. DUTTA
Advocate
Phone No. - F/1127/14
ALIPORE JUDICIAL COURT
KOLKATA - 700 027



Signature (for attestation)
attested on identification
of Alipore Judicial Court
Case No. 700/27 of 1992
Att-1992



Secretary, Office of the Notary
Kolkata - 700 027

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